Kemicard

LEGAL · SUBSCRIPTION AGREEMENT

Kemicard Subscription Agreement

The terms under which Kemisoft Group Ltd. provides the Kemicard Service — definitions, use, term and termination, fees, confidentiality, warranties and liability.

Effective: on the date you accept these terms
Version: 2026
Always current at: kemicard.com/subscription-agreement/

POWERED BY

KEMISOFT

kemicard.com · info@kemisoft.com
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Edmonton, Alberta, Canada

> THIS AGREEMENT TAKES EFFECT ON THE DATE YOU ACCEPT ITS TERMS, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY OTHERWISE EXPRESSING YOUR CONSENT TO BE BOUND BY THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IN SUCH A CASE, THE TERMS "YOU," "YOUR," OR "CUSTOMER" REFER TO THAT ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE KEMICARD SERVICE.

This Agreement supersedes all prior agreements between the parties relating to the subject matter contained herein and is effective as of the date You accept its terms, either by clicking a box indicating Your acceptance or by executing a contract that references this Agreement.

1. DEFINITIONS

"Acceptable Use Policy" means Kemicard's policy for appropriate use of the Service, as updated from time to time and available on Kemicard's website.

"Account User" means an individual authorized by Customer to use the Kemicard Service and to whom Kemicard or Customer has provided login credentials for the Service. Account Users may include Customer's employees, consultants, contractors, and agents, but may not include competitors of Kemicard.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party. "Control" means ownership of more than 50% of the voting interests of the entity.

"Agreement" means this Kemicard Subscription Agreement, including any applicable order form, the Acceptable Use Policy, any incorporated DPA, and any other terms expressly incorporated by reference in this Agreement.

"Applicable Laws" means all laws, statutes, regulations, and directives that apply to the provision or use of the Service, including those related to data privacy and digital messaging.

"Customer" means the company or other legal entity on behalf of which You are accepting this Agreement.

"Customer Data" means electronic data and content submitted by or for Customer to the Service, or processed by the Service on Customer's behalf.

"DPA" means Kemicard's Data Processing Addendum applicable to the processing of personal data under relevant data protection laws (such as the EU General Data Protection Regulation or the California Consumer Privacy Act) in connection with Customer's use of the Service. The most recent copy is available on Kemicard's website.

"Documentation" means Kemicard's online documentation for the Service, as updated from time to time, accessible via the Kemicard website.

"End User" means any end user of one or more Kemicard passes.

"Malicious Code" means code, files, scripts, agents, or programs intended to do harm, including viruses, worms, time bombs, and Trojan horses.

"Notification" means any communication with End Users made by or for Customer via the Service in connection with a pass.

"Pass(es)" means one or more digital passes (e.g., membership cards, event tickets, loyalty rewards, etc.) owned or controlled by Customer and made available to End Users through the Kemicard platform.

“Kemicard” means the trade name and platform brand for the Service operated by Kemisoft.

“Kemisoft” means Kemisoft Group Ltd., the company that develops, operates, and licenses the Kemicard Service.

“Service” means the Kemicard software-as-a-service product, including associated web application(s), APIs, and tools made available by Kemisoft under an applicable order form, but excluding Third-Party Applications.

“Third-Party Applications” means third-party web-based or offline software applications, operating systems (such as iOS or Android), platforms, networks, certificates, or devices that interoperate with the Service. Third-Party Applications do not include subcontractors engaged by Kemisoft.

“You” or **“Your”** means the company or other legal entity on behalf of which You are accepting this Agreement.

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2. USE OF SERVICE

2.1 Use of Service

To use the Service, You must have an active subscription obtained through Kemisoft’s standard sales process and must have accepted a price proposal or order form for the Service.

Subject to Your timely payment of all applicable fees and Your compliance with this Agreement, Kemisoft grants You, for the Term, a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Service **within Your Salesforce environment** solely for Your internal business purposes and in accordance with the Documentation and Applicable Laws.

2.2 Your Responsibilities

You are solely responsible for access to and use of the Service by You and Your Account Users. You agree to:

- Use the Service in accordance with this Agreement, the Acceptable Use Policy, the Documentation, and Applicable Laws.
- Ensure all Account Users maintain the confidentiality of their login credentials, do not share them with unauthorized parties, and remain responsible for all activity occurring under their accounts unless caused by Kemisoft’s breach of this Agreement.
- Promptly, and in any event within twenty-four (24) hours after discovery, notify Kemisoft of any actual or suspected security breach or unauthorized access involving the Service or Customer’s systems, credentials, or Customer Data that may affect the Service.
- Comply with reasonable configuration, integration, and usage guidelines that Kemisoft may provide to maintain or improve Service performance, security, interoperability, and compliance with Third-Party Application requirements.
- Be solely responsible for the accuracy, quality, legality, retention, backup, and appropriate use of all Customer Data, including any data shared with or received from Third-Party Applications integrated with the Service.
- Maintain and display, where applicable, legally adequate privacy notices and policies for End Users in relation to each Pass and any associated Notifications.
- Obtain all necessary rights, releases, and consents to allow Customer Data to be collected, processed, stored, and transmitted as contemplated by this Agreement and any applicable DPA.

If a DPA is required by Applicable Laws for the Customer Data processed via the Service, the then-current DPA published by Kemisoft is incorporated into this Agreement by reference, and You agree to comply with Your obligations as a data controller (or equivalent role) under that DPA.

2.3 Usage Restrictions

You shall not, and shall not permit any Account User or third party to:

- Make the Service available to, or use the Service for the benefit of, any third party except as expressly permitted in this Agreement.
- Sell, resell, license, sublicense, distribute, rent, or lease the Service, or include it in any outsourced or managed service offering, unless expressly authorized in writing by Kemisoft.
- Use the Service in a manner that violates Applicable Laws, infringes or misappropriates any third-party rights, or violates any third-party terms applicable to Your use of Third-Party Applications.
- Use the Service to store, transmit, or distribute Malicious Code, illegal content, spam, phishing content, deceptive content, or other harmful or offensive data.
- Interfere with or disrupt the performance, security, or integrity of the Service, or any data of Kemisoft or its other customers.
- Attempt to gain unauthorized access to the Service or its related systems or networks.
- Bypass, disable, or otherwise circumvent any security or access controls of the Service.
- Copy, modify, reverse-engineer, decompile, disassemble, or create derivative works based on the Service, except to the limited extent mandated by Applicable Law.
- Use the Service, Documentation, Usage Data, or any benchmarking or performance information relating to the Service to build, train, evaluate, or promote a directly competing product or service.
- Use the Service to make solely automated decisions that produce legal or similarly significant effects on individuals (such as credit, employment, or insurance eligibility) without appropriate human review and compliance with Applicable Laws.
- Use the Service to process, store, or transmit categories of data that are prohibited or specially regulated under data protection laws where the Service has not been expressly designed or designated for such use (such as health records, payment card data subject to PCI-DSS, or similar “Prohibited Data”).

Kemisoft may suspend or terminate access to the Service, in whole or in part, immediately upon notice where practicable, if, in its reasonable judgment, Your or an Account User’s use of the Service violates this Section 2.3 or otherwise threatens the security, stability, or integrity of the Service, negatively impacts other customers, or creates legal, regulatory, or reputational risk for Kemisoft. Kemisoft shall not be liable for any suspension made in good faith under this Section.

2.4 Third-Party Applications

The Service may interoperate with Third-Party Applications, including but not limited to Salesforce and mobile wallet platforms (e.g., Apple Wallet, Google Wallet). By enabling or using any Third-Party Application with the Service, You:

- Authorize Kemisoft to access, receive, transmit, and, where reasonably necessary, store data from such Third-Party Application to enable interoperability with the Service.
- Authorize Kemisoft to allow the provider of such Third-Party Application to access Customer Data as reasonably required for the integration, and acknowledge that Kemisoft is not responsible for any processing, storage, security, availability, or deletion of Customer Data by that provider.

Kemisoft is not responsible for any acts or omissions of Third-Party Application providers, or for any data usage, disclosure, modification, or loss arising from Your use of Third-Party Applications. Your use of any Third-Party Application is governed by the terms of the applicable third-party provider, and Kemisoft may disable or modify

integrations with Third-Party Applications if required by the provider, Applicable Laws, or operational or security needs.

3. TERM AND TERMINATION

3.1 Term

The Service is provided for the subscription term specified in the applicable order form, price proposal, or other written sales agreement accepted by the parties; if no initial subscription term is specified, the initial subscription term will be one (1) year from the Effective Date or the subscription start date stated in the applicable order form, price proposal, or other written sales agreement, as applicable (the “Initial Term”), and the Initial Term and each Renewal Term are collectively the “Term”. Unless otherwise expressly stated in the applicable order form, price proposal, or other written sales agreement, the Term will automatically renew for successive one (1) year periods (each, a “Renewal Term”) unless either party provides written notice of non-renewal at least ninety (90) days before the end of the then-current Term; if timely non-renewal notice is not provided, Customer will be committed to the full Renewal Term and all fees for that Renewal Term will be non-cancelable, non-refundable, and payable in accordance with the applicable order form, price proposal, other written sales agreement, or Kemisoft’s then-current renewal rates unless otherwise agreed in writing by Kemisoft.

Upon termination or expiration of this Agreement or the applicable subscription, Your right to access and use the Service will cease. Kemisoft has no obligation to retain Customer Data after termination or expiration, and may delete such data in the ordinary course of business after thirty (30) days following termination or expiration, except to the extent that Applicable Laws require retention. You are solely responsible for exporting or otherwise securing copies of Customer Data before termination or expiration.

3.2 Termination for Cause; Suspension

Either party may terminate this Agreement for cause:

- Upon thirty (30) days’ written notice to the other party of a material breach, if such breach remains uncured at the end of such period.
- Immediately, if the other party becomes subject to any bankruptcy, insolvency, receivership, liquidation, or similar proceeding that is not dismissed within sixty (60) days.

In addition, Kemisoft may, without liability except to the extent required by Applicable Laws, immediately suspend or restrict Your or any Account User’s access to the Service, in whole or in part, if any of the following occurs, and any such suspension or restriction will not relieve Customer of any payment obligations or entitle Customer to any refund, credit, service-level remedy, or extension of the Term:

- Any undisputed fees due under this Agreement remain unpaid for more than thirty (30) days after written notice,
- You or any Account User materially violates Section 2 (Use of Service), or

iii. Your use of the Service disrupts or poses a security or operational risk to the Service or other customers.

3.3 Effect of Termination

Upon termination or expiration of this Agreement:

- All licenses and rights granted to You under this Agreement will immediately terminate.
- You must immediately cease all access to and use of the Service.

- Except where this Agreement is terminated by You for Kemisoft's uncured material breach, all fees paid are non-refundable, and any unpaid fees for the remainder of the then-current Term shall become immediately due and payable in accordance with the applicable order form; any refund for Kemisoft's uncured material breach will be limited to prepaid fees for the unused portion of the terminated subscription after the effective termination date.

Sections that by their nature should survive (including, without limitation, Sections 2.3, 3.3, 4, 5, 6, 7, 8, 9, and 10) shall survive any termination or expiration of this Agreement.

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4. FEES AND PAYMENT

4.1 Fees

You agree to pay all fees specified in the applicable order form, price proposal, or other written sales agreement. Unless otherwise stated therein, all payment obligations are non-cancelable, all fees paid are non-refundable, and fees are based on subscriptions purchased and not actual usage.

You are responsible for providing complete and accurate billing and contact information and for keeping this information up to date.

4.2 Taxes

Fees for the Service are exclusive of any taxes, levies, duties, or similar governmental assessments, including value-added, sales, use, or withholding taxes (collectively, **"Taxes"**). You are responsible for paying all Taxes associated with Your purchases under this Agreement, excluding taxes based on Kemisoft's income. If Kemisoft is required to collect Taxes that are Your responsibility, Kemisoft will invoice You and You agree to pay such amounts unless You provide a valid tax exemption certificate.

4.3 Late Payments

If any undisputed amount is not received by the due date, Kemisoft may (a) charge interest on such overdue amounts at the rate of 1.5% per month (or the maximum rate permitted by law, if lower), (b) recover reasonable costs of collection, including reasonable legal fees, and/or (c) suspend the Service in accordance with Section 3.2, after providing at least ten (10) days' prior written notice of late payment.

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5. PROPRIETARY RIGHTS AND CUSTOMER DATA

5.1 Ownership of the Service

As between the parties, Kemisoft and its licensors own all rights, title, and interest in and to the Service, the Documentation, and all related intellectual property, including improvements and derivative works. No rights are granted to You except as expressly set forth in this Agreement, and Kemisoft reserves all rights not expressly granted, including all rights in configurations, templates, know-how, analytics, and improvements developed by or for Kemisoft in connection with the Service.

5.2 License to Use the Service

Subject to the terms and conditions of this Agreement, Kemisoft grants You the license described in Section 2.1 solely during the Term. No rights are granted to sublicense, distribute, or make the Service available to third parties except as expressly stated in this Agreement.

5.3 Ownership of Customer Data

You retain all rights, title, and interest in and to Customer Data. By using the Service, You grant Kemisoft a non-exclusive, worldwide, royalty-free, limited license to host, copy, process, transmit, and display Customer Data as reasonably necessary for Kemisoft to provide and support the Service, to prevent or address technical or security issues, or as required by law.

You represent and warrant that You have obtained all rights, consents, and permissions necessary to submit Customer Data to the Service and to grant the rights described in this Section.

5.4 Aggregated and De-Identified Data

Kemicard may generate and use aggregated and/or de-identified data derived from Customer Data and use of the Service (**“Usage Data”**) for the purposes of operating, analyzing, improving, supporting, and developing the Service and other products and services. Usage Data will not be used to identify You or any individual, will not include personal data in identifiable form, and may be retained and used by Kemisoft during and after the Term.

Kemisoft will not sell Customer Data or Usage Data to third parties.

5.5 Feedback

If You or any Account User provides suggestions, enhancement requests, recommendations, or other feedback relating to the Service (**“Feedback”**), Kemisoft may freely use and incorporate such Feedback into its products and services without obligation or compensation to You. You hereby grant Kemisoft a worldwide, perpetual, irrevocable, royalty-free license to use such Feedback for any lawful purpose.

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6. DISCLAIMER OF WARRANTIES

> THE SERVICE AND ALL RELATED DOCUMENTATION AND MATERIALS ARE PROVIDED **“AS IS”** AND **“AS AVAILABLE”**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KEMISOFT AND ITS LICENSORS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

> WITHOUT LIMITING THE FOREGOING, KEMISOFT DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT IT WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS.

> KEMISOFT DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES ARISING OUT OF OR RELATED TO THIRD-PARTY APPLICATIONS, THIRD-PARTY HOSTING PROVIDERS, BETA OR TRIAL FEATURES, OR YOUR CONFIGURATIONS OR USE OF THE SERVICE.

7. LIMITATION OF LIABILITY

> TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL KEMISOFT OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, LOST REVENUE, LOSS OF DATA, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

> TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KEMISOFT'S AND ITS LICENSORS' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY YOU TO KEMISOFT FOR THE SERVICE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

> THE LIMITATIONS IN THIS SECTION 7 SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

8. INDEMNIFICATION

8.1 Kemisoft Indemnification

Subject to Sections 7, 8.3, and the exclusions in this Section 8.1, Kemisoft will defend You against any third-party claim alleging that the Service, as provided by Kemisoft and used by You in accordance with this Agreement, directly infringes or misappropriates any Canadian copyright, trademark, trade secret, or patent (an "IP Claim"), solely to the extent the IP Claim is caused by Kemisoft's products, services, or actions, and will pay any damages, costs, and reasonable attorneys' fees finally awarded by a court of competent jurisdiction (or agreed in settlement by Kemisoft) arising out of such IP Claim; provided that, to the maximum extent permitted by the laws of the Province of Alberta and other Applicable Laws, Kemisoft will have no obligation to defend, indemnify, or hold You harmless for any claim other than an IP Claim.

If Kemisoft reasonably believes the Service may infringe or become the subject of an IP Claim, then Kemisoft may, at its option and expense, and as Customer's sole and exclusive remedies for such actual infringement or misappropriation except for Kemisoft's express defense and payment obligations under this Section 8.1:

- Modify the Service so it is non-infringing without materially reducing its core functionality;
- Obtain a license or other right for Your continued use of the affected portion of the Service;
- Terminate or suspend access to the affected portion of the Service upon written notice and refund any prepaid fees for the remaining portion of the Term for that affected portion of the Service, less any amounts then due or payable by Customer.

Kemisoft's obligations under this Section 8.1 do not apply to any IP Claim or other claim arising from or relating to: (i) Customer Data, Notifications, Passes, or other materials, instructions, requirements, or specifications provided by or on behalf of Customer; (ii) Third-Party Applications or third-party platforms, networks, systems, software, data, content, services, certificates, devices, or materials; (iii) Your or any Account User's misuse of the Service or use of the Service other than in accordance with this Agreement, the Acceptable Use Policy, the Documentation,

Applicable Laws, or Kemisoft's written instructions; (iv) modifications, configurations, integrations, customizations, or derivative works made by or for Customer or any third party, or made by Kemisoft at Customer's direction; (v) combination, operation, or use of the Service with equipment, software, services, systems, data, content, business processes, or materials not provided by Kemisoft, where the Service alone would not be infringing; (vi) continued use of the allegedly infringing Service after Kemisoft provides a replacement, modification, workaround, suspension, termination, or other instruction intended to avoid or mitigate the alleged infringement; or (vii) any open-source software, beta feature, trial feature, or free feature.

> THIS SECTION 8.1 STATES KEMISOFT'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR MISAPPROPRIATION CLAIMS RELATING TO THE SERVICE.

8.2 Your Indemnification

You shall defend Kemisoft, its Affiliates, and their respective officers, directors, and employees (**"Kemisoft Indemnified Parties"**) against any claim, demand, suit, or proceeding brought by a third party, and pay all related damages, costs, and reasonable attorneys' fees, to the extent arising from:

- Your or any Account User's use of the Service in violation of this Agreement, the Acceptable Use Policy, Documentation, Third-Party Application terms, or Applicable Laws;
- Customer Data, Notifications, Passes, End User claims, or Customer's products, services, privacy notices, consents, or marketing practices; or
- Your or any Account User's infringement or misappropriation of a third party's rights.

8.3 Indemnification Procedure

Each party's indemnity obligations are conditioned on the indemnified party:

- Promptly providing written notice of the claim (failure to do so will not relieve the indemnifying party of its obligations except to the extent it is materially prejudiced);
- Granting the indemnifying party sole control of the defense and settlement of the claim (provided that the indemnifying party may not settle any claim that imposes any admission of fault, liability, or non-monetary obligation on the indemnified party without its prior written consent, not to be unreasonably withheld, conditioned, or delayed); and
- Providing reasonable cooperation, at the indemnifying party's expense, in the defense and settlement of the claim.

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9. CONFIDENTIALITY

9.1 Confidential Information

"Confidential Information" means any non-public information disclosed or made available by one party (the "Disclosing Party") to the other (the "Receiving Party"), whether orally, visually, electronically, in writing, through the Service, or otherwise, that is designated as confidential or that should reasonably be understood to be confidential given the nature of the information and circumstances of disclosure, including Customer Data, account data, Usage Data to the extent identifiable to Customer or an individual, pricing and order information, business plans, financial information, security information, audit reports, vulnerability information, product plans, technical information, operational information, access credentials, Documentation, and any non-public details of the Service, systems,

integrations, APIs, infrastructure, configurations, performance, or security controls. Customer Confidential Information includes Customer Data, Customer's account information, End User information, Passes, Notifications, Customer configurations, Customer business information, and Personal Data processed by or for Kemisoft in connection with the Service, and Customer retains all rights, title, and interest in and to Customer Data subject only to the limited license granted in Section 5.3. Kemisoft's Confidential Information includes the Service, Documentation, pricing, product roadmaps, security information, Usage Data that does not identify Customer or any individual, and non-public information related to Kemisoft's products, services, operations, systems, technology, and business.

Confidential Information does not include information that:

- Becomes publicly known without breach of any obligation owed to the Disclosing Party;
- Was known to the Receiving Party prior to disclosure by the Disclosing Party without breach of any obligation;
- Is received from a third party without breach of any obligation owed to the Disclosing Party; or
- Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; provided that Personal Data, Customer Data, access credentials, security information, and trade secrets will not lose protection under this Section 9 merely because similar information is publicly available in general form.

9.2 Protection of Confidential Information

The Receiving Party shall not disclose the Disclosing Party's Confidential Information except as expressly permitted by this Agreement and shall use the same degree of care to protect the Disclosing Party's Confidential Information as it uses to protect its own similar information, but in no event less than reasonable care. The Receiving Party may use Confidential Information only for purposes consistent with this Agreement and may disclose it only to its employees, contractors, professional advisors, auditors, insurers, subcontractors, and Affiliates who have a need to know for such purposes and who are bound by written confidentiality obligations at least as protective as this Section 9, and the Receiving Party remains responsible for any breach of this Section 9 by such recipients.

9.3 Compelled Disclosure

The Receiving Party may disclose Confidential Information to the extent required by law or a valid legal process, provided that (where legally permitted) it gives the Disclosing Party reasonable prior notice and an opportunity to seek protective measures, and provides reasonable cooperation (at the Disclosing Party's expense) in connection with such efforts.

9.4 Survival

Confidentiality obligations under this Section 9 will survive for five (5) years following termination or expiration of this Agreement, except that obligations relating to Customer Data, Personal Data, access credentials, security information, and information retained in backups or archives will survive for so long as such information is retained by the Receiving Party or required to be protected under Applicable Laws. To the extent Confidential Information constitutes a trade secret under Applicable Laws, the Receiving Party will protect it for so long as it remains a trade secret.

10. GENERAL PROVISIONS

10.1 Notices

Except as otherwise specified in this Agreement, all notices under this Agreement shall be in writing and shall be deemed given when: (a) delivered personally, (b) sent by reputable courier with tracking, (c) sent by registered or certified mail (return receipt requested), or (d) sent by email to the designated contact (with no bounce-back or error message). Kemisoft may also provide routine operational notices via the Service user interface.

10.2 Modifications

Kemicard may update this Agreement from time to time by posting a revised version on its website or within the Service and, where reasonably practicable, providing notice (e.g., via in-product notification or email). The updated Agreement will become effective on the date specified in the notice (or, if no date is specified, thirty (30) days after posting). If You do not agree to the updated terms, You may terminate the Agreement by giving written notice to Kemisoft within thirty (30) days of the effective date of the change; in that case, the prior version will continue to govern for the remainder of Your then-current Term, and the updated terms will apply only to any renewal Term.

10.3 Co-Marketing

Unless prohibited by Applicable Law or otherwise agreed in writing, You agree that Kemisoft may identify You as a customer and may use Your name and logo on its website, investor materials, and marketing materials in accordance with any trademark usage guidelines You provide, provided that any additional co-marketing activities (such as case studies or press releases) will be subject to Your prior approval (not to be unreasonably withheld).

10.4 Export Compliance

The Service may be subject to export control and sanctions laws of Canada, the United States, and other jurisdictions. Each party represents that it is not (a) located in or organized under the laws of a country or territory that is subject to comprehensive embargoes or sanctions (“Prohibited Jurisdiction”) or (b) listed on any government list of prohibited or restricted parties. You will not permit any user to access or use the Service in a Prohibited Jurisdiction or in violation of any applicable export or sanctions laws.

10.5 Force Majeure

Neither party will be liable for any failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, war, riots, labor disputes, governmental actions, failures of telecommunication or internet services, third-party hosting or cloud provider failures, cyberattacks, or Third-Party Application outages; provided that this Section does not excuse Customer’s payment obligations for Services already provided.

10.6 Assignment

Neither party may assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party, except that either party may assign this Agreement in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or voting securities, without such consent. Any permitted successor or assignee shall be bound by the terms of this Agreement.

10.7 Governing Law; Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the **Province of Alberta, Canada**, without regard to its conflict of law principles. The parties agree to submit to the exclusive jurisdiction of the courts located in Alberta, Canada, for any disputes arising out of or relating to this Agreement.

10.8 Government End Use

If You are a government or public sector entity, the Service is provided as “commercial off-the-shelf” software and related services. Any rights not expressly granted under this Agreement are reserved. If additional rights are required to meet governmental procurement regulations, the parties must agree on such terms in a separate written instrument.

10.9 Relationship of the Parties

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

10.10 Third-Party Beneficiaries

There are no third-party beneficiaries to this Agreement, except that Kemisoft’s Affiliates, licensors, subcontractors, and service providers may enforce provisions that expressly protect them, including Sections 6, 7, and 8.

10.11 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible and the remaining provisions will remain in full force and effect.

10.12 Electronic Signature

This Agreement may be executed or accepted by electronic means. Electronic signatures and acceptance are deemed to have the same legal effect as original signatures.

10.13 Entire Agreement

This Agreement, together with any applicable order forms, the Acceptable Use Policy, and any incorporated DPA, constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior or contemporaneous agreements, proposals, or representations, whether written or oral, concerning its subject matter; in the event of a conflict, the applicable order form controls over this Agreement solely with respect to the conflicting commercial terms, and this Agreement controls over the Acceptable Use Policy and DPA unless expressly stated otherwise in the applicable order form. Any additional or conflicting terms in purchase orders or other documents are rejected and shall have no effect.